



AT-WILL EMPLOYMENT AGREEMENT

Between

Metro Charter

and

Sheryl García

This At-Will Employment Agreement is entered into by and between the above-named employee and the Governing Board of Metro Charter Elementary, a California public charter school approved by the Los Angeles Unified School District. The parties recognize that Metro Charter is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, Metro Charter and employee wish to enter into an employment relationship under the conditions set forth herein, the parties mutually agree upon the terms and conditions set below:

A. Acknowledgement of At-Will Status

Your employment with the School is at-will. This means that you are free to terminate your employment at any time, with or without cause. The School has a right to terminate your employment at any time as well, with or without cause or notice, and has the authority to alter your at-will status or to enter into any agreement for employment for a specified period of time or to make any agreement contrary to your at-will status. However, this may only be done in a written agreement signed by both you and a representative of Metro Charter. You may be demoted, disciplined or the terms of your employment may be altered at any time, with or without cause, and with or without advance notice, at the discretion of Metro Charter.

B. Statutory Provisions Relating to Charter School Employment

1. Metro Charter has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. Metro Charter has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, Metro Charter has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, Metro Charter is considered a separate legal entity from the District, which granted the charter. The State Board shall not be liable for any debts and obligations for Metro Charter, and the employee signing below expressly recognizes that he/she is being employed by Metro Charter and not the District.
3. Pursuant to Education Code section 47610, Metro Charter must comply with all the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. Metro Charter shall be deemed the exclusive public-school employer of the employees at Metro Charter for purposes of Government Code section 3540.1.

C. Employment During School Year and Conditions

1. Employment During School Year. Subject to the Employment At – Will provision, employee shall be employed during the school year beginning the 15th of October 2018 and ending the 11th day of June 2019. Pursuant to the Employment At – Will provision of this Agreement, either party has the “right to terminate the Employee’s employment at any time, with or without advanced notice, and with or without cause” whether effective before or after the expiration of the stated School Year. The Employee acknowledges and understands that he or she has entered into this employment relationship with Metro Charter voluntarily and acknowledges and understands that there is no specific length or agreed up on period of employment.

2. Licensure. The employee represents that he or she meets all requirements and qualifications established by Metro Charter for this role. Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials. Failure to maintain the credentials and qualification from the position specified in this agreement, may result in immediate termination.

3. Duties. Employee is hired for the job of Teacher with Metro Charter and will perform the duties generally accepted as duties of a teacher. A copy of the job description for teacher is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of Metro Charter. Employee will abide by all policies and procedures of Metro Charter as adopted and amended. Employee further agrees to abide by the provisions of Metro Charter’s charter.

4. Evaluation. Annually, by the end of the school year, the employee’s performance quality shall be reviewed. Metro Charter has the right to conduct performance evaluations on a discretionary basis and may occur more than once per year.

5. Compensation. Metro Charter shall pay to the employee \$2,857.14 per pay period which is the equivalent of \$60,000.00 annually during the duration of the employment relationship, less applicable withholding and authorized deductions. Metro Charter retains the right to adjust the salary during the continuation of this agreement.

6. Work Schedule. The work schedule for this position shall be Monday through Friday, 8:00am to 3:45pm. It is expected that teachers will attend night performances, parent-teacher meetings or any other school event outside of usual school hours including but not limited to evenings and weekends. A school year calendar is attached and incorporated within this agreement.

7. Employee Benefits. Employee will be entitled to participate in designated employee benefit programs and plans established by Metro Charter (subject to program and eligibility requirements) for the benefit of employees. Please note our group benefit programs are subject to change at anytime, at its discretion and without prior notice or liability, to the extent permitted under applicable law.

8. Time Off: You will receive 4 sick days and 4 personal days per academic year. Time off does not roll-over from year to year. Other usage details as well as paid holidays will be provided in the Employee Handbook.

9. Child Abuse and Neglect Reporting. California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he or she is a child-care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

This section of this Employment Agreement constitutes the sole and entire agreement between Metro Charter and the Employee concerning the sole and entire agreement between Metro Charter and Employee concerning the duration of the Employee's position and employment by Metro Charter. It supersedes any understands, discussions and/or negotiations, if any, whether oral or written.

D. Acceptance of Employment

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Metro Charter on the terms specified herein including at-will employment.
2. All information I have provided to Metro Charter related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between Metro Charter and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Name (print)

Date

Employee Signature

Metro Charter Approval:

Principal

Date

This Employment Agreement is subject to ratification and approval by Metro Charter.